

CITY COUNCIL AGENDA REPORT

SUBJECT: Memorandum of Understanding with Imperial Valley Food Bank

AGENDA DATE: October 7, 2008

PREPARED BY: Rosalind Guerrero, Redevelopment Agency Director

APPROVED FOR AGENDA: Ralph Velez, City Manager/RDA Ex. Director

RECOMMENDATION: Approve revised Memorandum of Understanding with Imperial Valley Food Bank

FISCAL IMPACT: \$10,000 CDBG Freeze Grant

BACKGROUND INFORMATION: (Prior action/information)

The City of Calexico received \$300,000.00 in funding from the State of California Housing & Community Development to provide assistance to low income farming/agricultural families that were affected in January 2007 by the agricultural freeze. Applicants must have experienced a reduction in work hours. A total of 3 months subsidy payments on utilities, rent, and or mortgage may be paid upon qualifying the household. The forms of assistance to be provided are: food boxes through I. V. Food Bank (IVFB), subsidy payments of mortgage and utilities, and job training assistance.

On August 19, 2008 the Agency Board approved the MOU with IVFB however, IVFB has requested the ten (10%) percent administrative fee be clearly specified in the agreement.

(Current consideration)

The Memorandum of Understanding between the Imperial Valley Food Bank and the City of Calexico has been revised to reflect the following changes:

- Item 2: Ten (10%) percent administrative fee to be charged by the IVFB for services provided.
- Item 8: RDA will provide a copy of the applicants self certification for IVFB records.
- Item 9: add to the end of the paragraph "and availability of funds to continue the food box program."

RECOMMENDATION:

Staff requests approval of the revised MOU and approval for the City Manager to sign on behalf of the City.

Agenda Item No. ____

Page ____ Of ____

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF CALEXICO
AND IMPERIAL VALLEY FOOD BANK**

For and in consideration of the mutual promises and covenants here in contained, the City of Calexico (hereinafter "City"), a government body organized and existing pursuant to the laws of the State of California, and the Imperial Valley Food Bank (hereinafter "IVFB"), a California nonprofit corporation, enter into this Memorandum of Understanding (hereinafter "MOU") (individually, "Party;" collectively, "Parties").

RECITALS

WHEREAS, the City of Calexico (hereinafter "City"), through its Redevelopment Agency (hereinafter "RDA"), requested funding in the amount of Three-Hundred Thousand (\$300,000) dollars from the California Housing and Community Development Department to assist with providing services and assistance to those affected by the January 2007 Freeze; and

WHEREAS, the City, (by Resolution No. 07-14) resolved to provide services to those affected by the freeze, through the collaborative efforts between the RDA and IVFB in the form of food bank services; and

WHEREAS, the City, (by Resolution No. 07-14) also approved the use of RDA funds in the amount of \$10,000 to be used for food bank services; and

WHEREAS, the RDA, desires to collaborate with IVFB to better provide services in the form of food boxes to those families/individuals affected by the January 2007 freeze up to the amount of grant monies as provided below; and

WHEREAS, IVFB will endeavor to provide services in the form of food boxes to qualified individuals up to the full value of monies received from the RDA.

NOW, THEREFORE, the Parties agree as follows:

1. RDA will provide IVFB with a budget of up to ten thousand (\$10,000) dollars for administrative costs and the distribution of food boxes to farming families/individuals that were affected by the January 2007 freeze.
2. IVFB will charge ten (10 %) percent administration fee for the service provided under this agreement.
3. RDA will provide IVFB with the list of names and addresses of farming families/individuals that were affected by the January 2007 freeze.
4. IVFB will provide a maximum of fifty (50) freeze victim individuals/families one (1) food box a week for a total period of three (3) months under the established initial budget of nine thousand (\$9,000) dollars.
5. IVFB understands and agrees that only farming families/individuals affected by the January 2007 freeze are to be considered as *qualified individuals* to receive such food boxes.
6. IVFB will provide RDA with a detailed list of the items of food provided in food boxes provided under this MOU.
7. IVFB will keep detailed records on the number of food boxes given out to qualified individuals and the costs associated with the distribution of said food boxes.
8. IVFB will obtain a "Self-Certification" from RDA for each individual and family who is given a box of food as provided for in this MOU.
9. Parties understand and agree that the initial budget of ten thousand (\$10,000) may be increased were RDA to agree in writing to such an increase based on a sufficient public demand for further food services by qualified families/individuals and availability of funds to continue the food box program.

10. If any term or provision of this MOU, or the application of such provision to a particular situation, is held by a court of competent jurisdiction to be void, invalid or otherwise unenforceable, the remaining terms and provisions shall continue in full force and effect.
11. This MOU is made and entered into in Imperial County, California. This MOU shall be construed and enforced in accordance with the laws of the State of California, except that the Parties agree that any action brought by either Party regarding this MOU shall be brought in a court of competent jurisdiction in Imperial County or, if appropriate, in the Federal District Court serving Imperial County.
12. The Parties hereto agree to act in good faith and deal fairly with the other Party in the performance of this MOU.
13. Notices required hereunder shall be in writing and may be given either personally or by registered or certified mail, postage prepaid, return receipt requested. If given by registered or certified mail, such notice shall be addressed as indicated below and shall be deemed given and received upon the earlier of actual receipt by the Party to whom the notice was sent or return of the requested receipt to the Party giving notice. Notice personally given shall be deemed given when delivered to the Party to whom the notice is addressed. Any Party may upon ten (10) days written notice to the other Party, change the address where notices are to be sent.

Notices to RDA

Calexico Redevelopment Agency
608 Heber Avenue
Calexico, CA 92231

Notices to IVFB

Imperial Valley Food Bank
PO Box 4406
El Centro, CA 92244

14. This MOU constitutes the full and complete agreement between the Parties. All prior agreements and understandings with respect to the subject matter of this MOU are merged herein. This MOU may be executed in counterparts.

15. Any failure by either Party to perform any term or provision of this MOU, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other Party, unless such period is extended by mutual written consent, shall constitute a default under this MOU. Any notice given pursuant to this section shall specify the nature of the alleged failure and, where possible, the manner in which the failure may be satisfactorily cured.
16. Upon failure to cure as herein provided, the Party alleging the failure may institute legal or equitable proceedings to enforce this MOU.
17. The Parties acknowledge that this MOU has been negotiated at arms length. This MOU has been reviewed and revised by legal counsel for both RDA and IVFB, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of the same or any subsequent amendments thereto.
18. IVFB agrees to defend, indemnify and hold harmless the RDA and City of Calexico, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses in connection therein), arising out of the performance of this MOU, except for any such claim arising out of the sole negligence or willful misconduct of the RDA/City, its officers, agents, employees or volunteers.
19. This MOU may be terminated by RDA without cause upon fifteen days' written notice of termination. Upon termination, IVFB shall be entitled to compensation for services performed up to the effective date of termination.

IN WITNESS WHEREOF, the Parties have executed the Memorandum of Understanding in Imperial County, California on the _____ day of _____, 2008.

CITY OF CALEXICO:

IMPERIAL VALLEY FOOD BANK:

Ralph Velez, City Manager

Executive Director

ATTEST:

Lourdes Cordova, City Clerk

APPROVED AS TO FORM:

Jennifer Lyon, City Attorney